

State of Vermont

Buildings and General Services
Engineering Division
2 Gov Aiken Ave Drawer 33
Montpelier VT 05633
USA

CONTRACT



Vendor ID 0000008638
Pike Industries Inc
249 Granger Rd-Berlin
Barre VT 05641
USA

Contract ID 0000000000000000000011342		Page 1 of 3
Contract Dates 05/01/2007 to 04/30/2009		Origin CP
Description: CP BITUMINOUS CONCRETE		Contract Maximum \$999,999,999.00
Buyer Name Pierce, Robert Jr.	Buyer Phone 802/828-2215	Contract Status Approved

Phone #: 802-223-3002

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	5251	BITUMINOUS CONCRETE PAVEMENT, TYPES I-V. TO BE IN CONFORMANCE WITH SECTION 702 OF THE LATEST VERSION OF THE VT AOT STANDARD SPECIFICATIONS FOR CONSTRUCTION ALONG WITH ANY APPLICABLE GENERAL SPECIAL PROVISIONS. SEE LINE COMMENTS FOR LOCATION PRICING.	TON	0.00001	0.00	0.00

ALL ORDERS ARE TO BE PLACED WITH:
PIKE INDUSTRIES INC
249 GRANGER RD - BERLIN
BARRE VT 05641

ALL PAYMENTS ARE TO BE MADE TO:
PIKE INDUSTRIES INC
PO BOX 31019
HARTFORD CT 06150-1019

LOCATIONS AS FOLLOWS (11 IN TOTAL)

LOCATION OF PLANT: BERLIN (P-901)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1600+ TONS
PRICE PER TON (US): \$62.00

LOCATION OF PLANT: CLARENDON (P-707)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1440+ TONS
PRICE PER TON (US): \$59.00

LOCATION OF PLANT: COVENTRY (P-905)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1200 TONS
PRICE PER TON (US): \$62.00

LOCATION OF PLANT: DANBY (P-815-736)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1500+ TONS
PRICE PER TON (US): \$56.00

LOCATION OF PLANT: JOHNSON (P-807)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1000+ TONS
PRICE PER TON (US): \$62.00

LOCATION OF PLANT: NEW HAVEN (P-902/736)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 2200+ TONS
PRICE PER TON (US): \$59.00

LOCATION OF PLANT: SWANTON (P-801)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1440 TONS
PRICE PER TON (US): \$59.00

LOCATION OF PLANT: WATERFORD (P-702)
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 1600 TONS
PRICE PER TON (US): \$56.00

LOCATION OF PLANT: WEST LEBANON NH (P-720, P-804))
PLANT CAPACITY PER EIGHT (8) HOUR DAY: 3000+ TONS
PRICE PER TON (US): \$55.00

LOCATION OF PLANT: WILLISTON (P-800)

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		PLANT CAPACITY PER EIGHT (8) HOUR DAY: 2000 TONS PRICE PER TON (US): \$56.00				
		LOCATION OF PLANT: COLUMBIA nh (P-906) PLANT CAPACITY PER EIGHT (8) HOUR DAY: 2000 TONS PRICE PER TON (US): \$64.00				

CONTRACT TERMS AND ADDITIONAL INFORMATION

MATERIALS ARE TO BE IN CONFORMANCE WITH THE FOLLOWING TECHNICAL AND GENERAL SPECIFICATIONS. SECTION 702 OF THE VERMONT AGENCY OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2001, GENERAL SPECIAL PROVISIONS ENTITLED "BITUMINOUS CONCRETE" DATED DECEMBER 6, 2005, GENERAL SPECIFICATIONS BITUMINOUS CONCRETE DATED MARCH 10, 2006 AND PURCHASING & CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007.

CONTRACTOR IS TO SUPPLY BITUMINOUS CONCRETE PAVEMENT UNDER THE TERMS OF THIS CONTRACT.

PERIOD OF PERFORMANCE: CONTRACT IS FOR AN INITIAL ONE YEAR TERM WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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Email: _____